

Exhibit A

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Eugene Ashley - Bar No. 171885/Cara Mae Acibo - Bar No. 322303/ Emma B. Lloyd - Bar No. 322374 HOGE, FENTON, JONES & APPEL, INC. 55 S. Market Street, Suite 900 San Jose, California 95113 TELEPHONE NO.: (408) 287-9501 FAX NO.: (408) 287-2583 ATTORNEY FOR (Name): Plaintiff STOER CONSTRUCTION INC.		FOR COURT USE ONLY Electronically Filed by Superior Court of CA, County of Santa Clara, on 8/17/2021 4:12 PM Reviewed By: A. Villanueva Case #21CV387612 Envelope: 7081613	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 N. First Street CITY AND ZIP CODE: San Jose 95113 BRANCH NAME:		CASE NUMBER: 21CV387612 JUDGE: DEPT:	
CASE NAME: STOER CONSTRUCTION INC. V. BENSON SECURITY SYSTEMS, INC., et al			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input checked="" type="checkbox"/> Other complaint (<i>not specified above</i>) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (<i>not specified above</i>) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (*check all that apply*): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (*specify*): 10
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: August 17, 2021

Eugene Ashley

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36) Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SUMMONS

(CITACION JUDICIAL)

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

BENSON SECURITY SYSTEMS, INC., an Arizona Corporation; SHAWN BENSON, an individual; ERIC BENSON, an individual; CORY BENSON, an individual; and DOES 1 THROUGH 50, inclusive

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

STOER CONSTRUCTION, INC., a California corporation

E-FILED

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

8/17/2021 4:12 PM

Clerk of Court
Superior Court of CA,
County of Santa Clara
21CV387612

Reviewed By: A. Villanueva
Envelope: 7081613

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Santa Clara County Superior Court
191 N. First Street
San Jose, California 95113

CASE NUMBER:
(Número del Caso):

21CV387612

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Eugene Ashley, Cara Mae Acibo, and Emma B. Lloyd
HOGE, FENTON, JONES & APPEL, INC.
55 S. Market Street, Suite 900, San Jose, California 95113

DATE: 8/17/2021 4:12 PM Clerk of Court

(Fecha)

Clerk, by A. Villanueva

(Secretario)

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under:

<input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. ☐ by personal delivery on (date):

E-FILED
8/17/2021 4:12 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
21CV387612
Reviewed By: A. Villanueva

1 Eugene Ashley (SBN 171885)
eugene.ashley@hogefenton.com
2 Cara Mae Acibo (SBN 322303)
cara.mae.acibo@hogefenton.com
3 Emma B. Lloyd (SBN 322374)
emma.lloyd@hogefenton.com
4 HOGE, FENTON, JONES & APPEL, INC.
55 South Market Street, Suite 900
5 San Jose, California 95113-2396
Phone: 408.287.9501
6 Fax: 408.287.2583

7 Attorneys for Plaintiff
8 STOER CONSTRUCTION, INC.,
a California corporation

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SANTA CLARA
12

13 STOER CONSTRUCTION, INC., a
California corporation,

14 Plaintiff,

15 v.

16 BENSON SECURITY SYSTEMS, INC., an
17 Arizona Corporation; SHAWN BENSON,
an individual; ERIC BENSON, an
18 individual; CORY BENSON, an individual;
and DOES 1 through 50, inclusive,

19 Defendants.
20
21
22
23
24
25

Case No. 21CV387612

- (1) RECOVERY OF PAYMENTS TO
UNLICENSED CONTRACTOR
(BUSINESS & PROFESSIONS
CODE §7031(b));
- (2) INTENTIONAL
MISREPRESENTATION;
- (3) NEGLIGENT
MISREPRESENTATION;
- (4) BREACH OF CONTRACT;
- (5) NEGLIGENCE;
- (6) VIOLATION OF BUSINESS &
PROFESSIONS CODE §17200;
- (7) BREACH OF THE COVENANT OF
GOOD FAITH AND FAIR DEALING;
- (8) INTENTIONAL INTERFERENCE
WITH CONTRACTUAL RELATIONS;
- (9) INTENTIONAL INTERFERENCE
WITH PROSPECTIVE ECONOMIC
RELATIONS; and
- (10) NEGLIGENT INTERFERENCE
WITH PROSPECTIVE ECONOMIC
RELATIONS

26 Plaintiff STOER CONSTRUCTION, INC., a California corporation ("Stoer"), alleges
27 as follows:

28 ///

PARTIES

1
2 1. Stoer is a corporation, organized under the laws of, and authorized to do
3 business in, the State of California. Stoer maintains its principal place of business at
4 1800 Hamilton Avenue, Suite 130, San Jose, California 95125. Stoer is, and at all times
5 herein mentioned was, a contractor licensed under the laws of the State of California,
6 with California contractor's license number 1000445.

7 2. Stoer is informed and believes, and thereon alleges, that Defendant
8 BENSON SECURITY SYSTEMS, INC. ("Benson Security Systems") is a corporation
9 organized and existing under the laws of the State of Arizona, with a principal place of
10 business at 2065 W. Obispo Avenue, #101, Gilbert, Arizona 85233. Stoer is further
11 informed and believes, and thereon alleges, that Benson Security Systems is a contractor
12 licensed under the laws of the State of California, with California license number 795362
13 and having minimum contacts with the State of California. Stoer is further informed and
14 believes, and thereon alleges, that Benson Security Systems is the majority Owner of
15 Benson Systems of Northern California, LLC ("Benson Systems of Northern California"),
16 a California limited liability company with its principal place of business at 2261 B The
17 Alameda, Santa Clara, California 95050, with a pending bankruptcy action in the United
18 States Bankruptcy Court for the District of Arizona, case number 2:21-bk-04680-MCW,
19 filed June 16, 2021. Stoer is further informed and believes, and thereon alleges, that
20 Benson Security Systems is the Manager of Benson Systems of Northern California.

21 3. Stoer is informed and believes, and thereon alleges, that Defendant
22 SHAWN BENSON is an individual residing in the State of Arizona. Stoer is further
23 informed and believes, and thereon alleges, that Shawn Benson is the Director and
24 President of Benson Security Systems. Stoer is further informed and believes, and
25 thereon alleges, that Shawn Benson is a Member of Benson Systems of Northern
26 California.

27 4. Stoer is informed and believes, and thereon alleges, that Defendant ERIC
28 BENSON is an individual residing in the State of Arizona. Stoer is further informed and

1 believes, and thereon alleges, that Eric Benson is the Treasurer of Benson Security
2 Systems. Stoer is further informed and believes, and thereon alleges, that Eric Benson is
3 the Chief Financial Officer of Benson Systems of Northern California.

4 5. Stoer is informed and believes, and thereon alleges, that Defendant CORY
5 BENSON is an individual residing in the State of Arizona. Stoer is further informed and
6 believes, and thereon alleges, that Cory Benson is the Secretary of Benson Security
7 Systems.

8 6. The true names and capacities, whether individual, corporate, associate, or
9 otherwise, of the Defendants named herein as DOES 1 through 50, are unknown to
10 Stoer, who therefore sues said Defendants by such fictitious business names. Stoer will
11 ask for leave to amend this Complaint to show their true names and capacities when they
12 have been ascertained. Stoer is informed and believes, and thereon alleges, that each
13 fictitiously named Defendant is responsible in some manner for the damages sustained
14 by Stoer as hereinafter alleged.

15 7. Collectively, Benson Security Systems, Shawn Benson, Eric Benson, Cory
16 Benson, and DOES 1 through 50 are referred to herein as the "Benson Defendants." On
17 information and belief, at all times mentioned herein, each of the Benson Defendants was
18 the agent, servant, employee, partner, joint venturer, and/or co-conspirator of each of the
19 remaining Benson Defendants. In so engaging in the conduct hereinafter alleged, each
20 of the Benson Defendants was acting within the course and scope of such agency,
21 employment, partnership, joint venture, conspiracy, and with the knowledge and consent
22 or ratification of each of the remaining Benson Defendants.

23 8. Stoer is informed and believes, and thereon alleges, that Benson Systems
24 of Northern California is now, and at all times mentioned herein was, the wholly owned
25 subsidiary of the Benson Defendants. Stoer is informed and believes, and thereon
26 alleges, that the Benson Defendants have never had, and do not have now, a genuine
27 and separate corporate existence apart from Benson Systems of Northern California.
28 The Benson Defendants and Benson Systems of Northern California acted as a single

1 enterprise with a unity of interest, common business purpose, and unity of ownership
2 such that the separate corporate personalities are merged and indistinguishable. Benson
3 Systems of Northern California is, and at all times mentioned herein was, a shell
4 company through which the Benson Defendants conducted business in California.
5 Benson Systems of Northern California has in fact been used and exists for the sole
6 purpose of enabling the Benson Defendants to wrongfully transact a portion of their
7 business under an alternate corporate guise and as a conduit for a single venture.

8 9. The Benson Defendants, as the parent and alter ego of Benson Systems of
9 Northern California, have been and are conducting, managing, and controlling the affairs
10 of Benson Systems of Northern California with respect to Stoer's claims in this Complaint,
11 as if Benson Systems of Northern California was their own business. The Benson
12 Defendants have used the separate corporate identity of Benson Systems of Northern
13 California as a shell company for the purpose of unjustly attempting to shield itself from
14 prospective liability. The Benson Defendants and Benson Systems of Northern California
15 are, and at all times mentioned herein were, acting as a single enterprise. Recognition of
16 the privilege of separate existence between the Benson Defendants and Benson
17 Systems of Northern California would promote injustice, as the Benson Defendants
18 organized and controlled Benson Systems of Northern California such that it is now, and
19 at all times mentioned herein was, merely an instrumentality, agency, joint venture,
20 conduit, or adjunct of the Benson Defendants, and the Benson Defendants, in bad faith,
21 dominated and controlled Benson Systems of Northern California as set forth below.

22 **GENERAL ALLEGATIONS**

23 10. Stoer is a California-licensed contractor hired to construct a new hotel in
24 Milpitas, California, called the LD Element Hotel (the "Project"). The Project requires that
25 Stoer complete several complex scopes of work that relate to electrical systems,
26 plumbing, fire alarms, fire sprinklers, low voltage data systems, and heating, ventilating,
27 and air-conditioning ("HVAC") systems.

28 11. To assist with the construction of the Project, Stoer subcontracted the

1 Benson Defendants' subsidiary company and alter ego, Benson Systems of Northern
2 California, to complete the scopes of work. Specifically, Stoer entered into six written
3 subcontracts (together, the "Subcontracts") with Benson Systems of Northern California
4 with regard to the Project:

- 5 a. A written subcontract, dated September 24, 2018, pursuant to which
6 Benson Systems of Northern California agreed to install plumbing in
7 consideration for Stoer's payment of \$2,500,000.13 (the "Plumbing
8 Subcontract");
- 9 b. A written subcontract, dated October 8, 2018, pursuant to which Benson
10 Systems of Northern California agreed to install an HVAC system in
11 consideration for Stoer's payment of \$2,100,000.00 (the "HVAC
12 Subcontract");
- 13 c. A written subcontract, dated October 8, 2018, pursuant to which Benson
14 Systems of Northern California agreed to install a fire sprinkler or fire
15 suppression system in consideration for Stoer's payment of \$300,000.00
16 (the "Fire Sprinkler Subcontract");
- 17 d. A written subcontract, dated October 9, 2018, pursuant to which Benson
18 Systems of Northern California agreed to install a fire alarm system in
19 consideration for Stoer's payment of \$200,000.00 (the "Fire Alarm
20 Subcontract");
- 21 e. A written subcontract, dated October 9, 2018, pursuant to which Benson
22 Systems of Northern California agreed to install a low voltage data
23 communication system in consideration for Stoer's payment of \$200,000.00
24 (the "LV Subcontract"); and
- 25 f. A written subcontract, dated October 17, 2018, pursuant to which Benson
26 Systems of Northern California agreed to install an electrical system in
27 consideration for Stoer's payment of \$2,950,000.00 (the "Electrical
28 Subcontract").

1 12. During the negotiation and execution of each of the Subcontracts from
2 September 2018 to March 2019, the Benson Defendants made representations to Stoer
3 that Benson Systems of Northern California held a valid California contractor license.
4 Specifically, in an effort to comply with California law, the Benson Defendants
5 represented that Benson Systems of Northern California's California contractor's license
6 number was 795362. That license number was included in each of the written
7 Subcontracts.

8 13. The Benson Defendants' representation regarding Benson Systems of
9 Northern California's contractor's license status was false. Benson Systems of Northern
10 California did not have a valid California contractor license. Rather, California contractor
11 license number 795362 belonged to Benson Security Systems, the parent company, alter
12 ego, majority owner, and manager of Benson Systems of Northern California.

13 14. The Benson Defendants knew its representation about Benson Systems of
14 Northern California's license status was false. Despite this falsity, the Benson
15 Defendants made the representation to induce Stoer to enter into the six Subcontracts
16 with the Benson Defendants' subsidiary and alter ego, Benson Systems of Northern
17 California, for the Project. If Benson Systems of Northern California, completed the six
18 Subcontracts, it would have resulted in a minimum \$8,250,000 payment from Stoer to
19 Benson Systems of Northern California, which would then pass through to the Benson
20 Defendants.

21 15. In reliance on the Benson Defendants' representations, Stoer executed the
22 Subcontracts with Benson Systems of Northern California.

23 16. The Subcontracts contained a provision regarding scope, pursuant to which
24 Benson Systems of Northern California agreed to furnish all labor, materials, equipment,
25 and other facilities required to perform the scope of work referenced and fully
26 incorporated in each Subcontract. Inherent in this provision was Benson Systems of
27 Northern California's duty to perform the scope of work in a workmanlike manner and in
28 accordance with applicable standard industry practices, as a duly licensed California

1 construction contractor.

2 17. The Subcontracts also contained a provision regarding contract price.
3 Pursuant to this provision, Stoer agreed to pay Benson Systems of Northern California a
4 specific sum for Benson Systems of Northern California's strict performance of work with
5 respect to each individual Subcontract.

6 18. The Subcontracts also contained a provision regarding payment, pursuant
7 to which Stoer agreed to pay Benson Systems of Northern California in monthly progress
8 payments for ninety percent of the work Benson Systems of Northern California
9 completed each month. The payment provision also specified that, once Benson
10 Systems of Northern California completed the construction work in conformity with the
11 Subcontracts, and once Stoer and the owner of the Project accepted the work, Stoer
12 would make final payment to Benson Systems of Northern California.

13 19. The Subcontracts also contained a provision regarding time. Pursuant to
14 this provision, Benson Systems of Northern California agreed to perform its work in a
15 prompt and diligent manner in accordance with Stoer's progress schedule without
16 delaying or hindering Stoer's work, or the work of other subcontractors.

17 20. The Subcontracts also contained a provision regarding compliance.
18 Pursuant to this provision, Benson Systems of Northern California agreed to comply with
19 all statutes, codes, regulations, and other applicable laws, and to perform the
20 construction work with the proper licenses and registrations. Benson Systems of
21 Northern California specifically agreed that it was and at all relevant times would be duly
22 licensed by, and in good standing with, the CSLB.

23 21. Further, the Subcontracts included a provision entitling attorney fees to the
24 prevailing party with respect to any disputes arising out of the Subcontracts. The
25 attorney fees provision entitled the prevailing party to full compensation for attorney fees
26 and expert fees.

27 22. Following the execution of the Subcontracts, Benson Systems of Northern
28 California began construction pursuant to the schedules and scopes of work identified in

1 same. The Benson Defendants, however, failed to cause Benson Systems of Northern
2 California to perform the contractual obligations under the Subcontracts, despite the clear
3 and unambiguous nature of those contractual obligations.

4 23. In particular, by July 2020, Benson Systems of Northern California
5 demonstrated a continued failure to perform work competently, as scheduled, and as
6 budgeted, with regard to the LV Subcontract, the Electrical Subcontract, and the Fire
7 Alarm Subcontract. The work that was performed under these subcontracts was
8 incorrect, of poor quality, and incomplete. This caused Stoer to fall behind schedule,
9 forced Stoer to arrange for the subcontracted work to be redone, and forced Stoer to
10 incur additional costs.

11 24. Stoer timely notified Benson Systems of Northern California, and in some
12 cases provided repeated notifications, of these breaches and provided the opportunity to
13 cure such breaches. Benson Systems of Northern California failed to cure these
14 breaches, continued to breach the Subcontracts, and demonstrated an inability to
15 adequately perform the contractual obligations under those subcontracts.

16 25. Due to Benson Systems of Northern California's failure and inability to
17 perform under the LV Subcontract, Electrical Subcontract, and the Fire Alarm
18 Subcontract, Stoer terminated those subcontracts, for cause, on July 27, 2020 and
19 reassigned same to a different, more capable subcontractor. This left Benson Systems
20 of Northern California with three of the original six Subcontracts: the HVAC Subcontract,
21 Plumbing Subcontract, and Fire Sprinkler Subcontract.

22 26. The Benson Defendants caused Benson Systems of Northern California to
23 continue the construction work pursuant to the remaining HVAC Subcontract, Plumbing
24 Subcontract, and Fire Sprinkler Subcontract. However, as before, Benson Systems of
25 Northern California failed to sufficiently perform the obligations pursuant to those
26 subcontracts by failing to provide competent and timely work as contemplated by the
27 applicable schedules and scopes of work, and by failing to adhere to the applicable
28 budgets. This caused Stoer to fall further behind schedule, forced Stoer to arrange for

1 the subcontracted work to be redone, and forced Stoer to incur additional costs.

2 27. As with the previous subcontracts under which Bensons Systems of
3 Northern California failed to perform, Stoer timely notified Benson Systems of Northern
4 California of the nonperformance of the HVAC Subcontract, Plumbing Subcontract, and
5 Fire Sprinkler Subcontract, and provided Benson Systems of Northern California with the
6 opportunity to cure the negative effects (including breach of contract) of Benson Systems
7 of Northern California's nonperformance. Benson Systems of Northern California failed
8 to cure the breaches.

9 28. On October 28, 2020, Stoer terminated the HVAC Subcontract, Plumbing
10 Subcontract, and Fire Sprinkler Subcontract for cause. Stoer has since reassigned such
11 subcontracts to a different, more capable subcontractor.

12 29. In addition to Benson Systems of Northern California's failure and inability
13 to perform under the Subcontracts, the Benson Defendants, as the parent and alter ego
14 of Benson Systems of Northern California, and acting as a single enterprise with Benson
15 Systems of Northern California, caused Benson Systems of Northern California to
16 engage in fraudulent billing practices. Specifically, in Benson Systems of Northern
17 California's invoices to Stoer, Benson Systems of Northern California falsely alleged that
18 it had completed certain construction work under the Subcontracts and requested
19 payment for such incomplete work.

20 30. In particular, under the LV Subcontract, Benson Systems of Northern
21 California billed Stoer for 60% of the subcontracted work, but only completed 48% of
22 same. With respect to the Electrical Subcontract, Benson Systems of Northern California
23 billed Stoer for 76% of the subcontracted work, but only completed 59% of same. With
24 respect to the Fire Alarm Subcontract, Benson Systems of Northern California billed
25 Stoer for 80% of the subcontracted work, but only completed 66% of same. As for the
26 Fire Sprinkler Subcontract, Benson Systems of Northern California billed Stoer for 91% of
27 the subcontracted work, but only completed 67% of same. With regard to the HVAC
28 Subcontract, Benson Systems of Northern California billed Stoer for 92% of the

1 subcontracted work, but only completed 63% of same. Finally, with respect to the
2 Plumbing Subcontract, Benson Systems of Northern California billed Stoer for 80% of the
3 subcontracted work, but only completed 72% of same.

4 31. Although Benson Systems of Northern California and the Benson
5 Defendants knew Benson Systems of Northern California's statements of work and
6 invoiced amounts were untrue, Benson Systems of Northern California and the Benson
7 Defendants knowingly invoiced Stoer under these false premises.

8 32. In consideration of the professional relationship Stoer had with the Benson
9 Defendants, Stoer relied on Benson Systems of Northern California's misrepresentations
10 in their invoices, and fully paid each invoice without knowing that the invoices contained
11 fabricated information. In total, Stoer unknowingly paid Benson Systems of Northern
12 California for work not performed and materials not provided in an amount that exceeds
13 \$1,500,000. Stoer is informed and believes, and on that basis alleges, that all of this
14 money flowed to the Benson Defendants.

15 33. When Stoer inspected Benson Systems of Northern California's progress at
16 the worksite, Stoer discovered that Benson Systems of Northern California had not
17 completed or performed, and/or had incompetently completed certain, work for which
18 Benson Systems of Northern California had invoiced Stoer, and for which Stoer had
19 already paid. These fraudulent billing practices also factored into Stoer's decision to
20 terminate the Subcontracts with Benson Systems of Northern California.

21 34. On October 30, 2020, in accordance with the arbitration provision in the
22 Subcontracts, Stoer initiated arbitration against Benson Systems of Northern California,
23 with the American Arbitration Association ("AAA").

24 35. Stoer and Benson Systems of Northern California completed the "strike and
25 rank" process, and AAA appointed an arbitrator to oversee the matter.

26 36. Shortly after the initial arbitration management conference, Stoer
27 discovered that Benson Systems of Northern California did not hold a valid California
28 contractor's license. Stoer brought this to Benson Systems of Northern California's

1 attention and, pursuant to Business and Professions Code section 7031(b), demanded
 2 the repayment of the \$6,267,710.99 Stoer paid for the newly discovered unlicensed
 3 construction work on the Project.

4 37. On June 16, 2021, in response to Stoer's demand, Benson Systems of
 5 Northern California petitioned for bankruptcy in the United States Bankruptcy District
 6 Court for the District of Arizona in case number 2:21-bk-04680-MCW. Benson Systems
 7 of Northern California's bankruptcy petition is an attempt by the Benson Defendants to
 8 avoid liability for the illegal and unlicensed construction work performed by Benson
 9 Systems of Northern California on the Project, despite having performed such work as
 10 the subsidiary and alter ego the Benson Defendants, and acting as a single enterprise
 11 with the Benson Defendants.

12 **FIRST CAUSE OF ACTION**

13 **(Recovery of Payments to Unlicensed Contractor Pursuant to Business and** 14 **Professions Code §7031(b) – Against All Defendants)**

15 38. Stoer incorporates herein by reference each of the preceding paragraphs
 16 as if recited herein in full.

17 39. Stoer entered into six written Subcontracts with Benson Systems of
 18 Northern California with respect to the Project as follows:

- 19 a. A written subcontract, dated September 24, 2018, pursuant to which
 20 Benson Systems of Northern California agreed to install plumbing in
 21 consideration for Stoer's payment of \$2,500,000.13 (the "Plumbing
 22 Subcontract");
- 23 b. A written subcontract, dated October 8, 2018, pursuant to which Benson
 24 Systems of Northern California agreed to install an HVAC system in
 25 consideration for Stoer's payment of \$2,100,000.00 (the "HVAC
 26 Subcontract");
- 27 c. A written subcontract, dated October 8, 2018, pursuant to which Benson
 28 Systems of Northern California agreed to install a fire sprinkler or fire

1 suppression system in consideration for Stoer's payment of \$300,000.00
2 (the "Fire Sprinkler Subcontract");

3 d. A written subcontract, dated October 9, 2018, pursuant to which Benson
4 Systems of Northern California agreed to install a fire alarm system in
5 consideration for Stoer's payment of \$200,000.00 (the "Fire Alarm
6 Subcontract");

7 e. A written subcontract, dated October 9, 2018, pursuant to which Benson
8 Systems of Northern California agreed to install a low voltage data
9 communication system in consideration for Stoer's payment of \$200,000.00
10 (the "LV Subcontract"); and

11 f. A written subcontract, dated October 17, 2018, pursuant to which Benson
12 Systems of Northern California agreed to install an electrical system in
13 consideration for Stoer's payment of \$2,950,000.00 (the "Electrical
14 Subcontract").

15 40. Benson Systems of Northern California entered into the six written
16 Subcontracts with Stoer as the Benson Defendants' subsidiary and alter ego, and acting
17 as a single enterprise with the Benson Defendants.

18 41. Pursuant to California law, Benson Systems of Northern California was
19 required to possess a valid California contractor's license to perform the above-
20 referenced contracting services.

21 42. Despite Benson Systems of Northern California's and the Benson
22 Defendants' representations that Benson Systems of Northern California was a licensed
23 contractor authorized to provide contracting services in California, Benson Systems of
24 Northern California did not have a valid California contractor's license.

25 43. Benson Systems of Northern California performed construction work and
26 provided contracting services to Stoer under the Subcontracts for the Project, despite not
27 holding a valid California contractor's license.

28 44. Stoer paid Benson Systems of Northern California a total of \$6,267,710.99

1 for the unlicensed construction work and subcontracting services on the Project.

2 45. Pursuant to Business and Professions Code section 7031(b), Stoer is
3 entitled to recover the \$6,267,710.99 it paid to Benson Systems of Northern California.

4 46. The Benson Defendants, and each of them, are jointly and severally liable
5 to Stoer for the repayment of these funds on the basis that the Benson Defendants are
6 the alter ego of Benson Systems of Northern California and, at all times relevant hereto,
7 were acting as a single enterprise with Benson Systems of Northern California.

8 WHEREFORE, Stoer prays for relief as set forth below.

9 **SECOND CAUSE OF ACTION**

10 **(Intentional Misrepresentation – Against All Defendants)**

11 47. Stoer incorporates herein by reference each of the preceding paragraphs
12 as if recited herein in full.

13 48. From September 2018 to March 2019, Stoer and the Benson Defendants
14 engaged in negotiations regarding the six Subcontracts. Sean Anderson, the President
15 and Chief Executive Officer of Stoer, negotiated the six Subcontracts on behalf of Stoer.
16 On information and belief, Shawn Benson, a member of Benson Systems of Northern
17 California and the Director and President of Benson Security Systems, Eric Benson, the
18 Treasurer of Benson Security Systems and the Chief Financial Officer of Benson
19 Systems of Northern California, and Cory Benson, the Secretary of Benson Security
20 Systems, negotiated the six Subcontracts on behalf of the Benson Defendants. The
21 negotiations occurred telephonically, in writing, and in person at Stoer's San Jose,
22 California headquarters.

23 49. During the negotiation and execution of each of the Subcontracts from
24 September 2018 to March 2019, the Benson Defendants represented to Stoer that
25 Benson Systems of Northern California held a valid California contractor's license.
26 Specifically, the Benson Defendants represented that Benson Systems of Northern
27 California held California contractor's license number 795362. That license number was
28 included in each of the written Subcontracts. The Benson Defendants represented that

1 this fact was true.

2 50. The Benson Defendants' representation regarding Benson Systems of
3 Northern California's contractor's license status was false; Benson Systems of Northern
4 California did not have a valid California contractor's license. Rather, California
5 contractor's license number 795362 belonged to Benson Security Systems, the parent
6 company, majority owner, and alter ego of Benson Systems of Northern California.

7 51. The Benson Defendants knew their representation about Benson Systems
8 of Northern California's contractor's license status was false when made, or made the
9 representation recklessly and without regard for its truth.

10 52. Despite this falsity, the Benson Defendants intended that Stoer rely on this
11 representation. The Benson Defendants made the representation to induce Stoer to
12 enter into the six Subcontracts with Benson Systems of Northern California for the
13 Project. If Benson Systems of Northern California completed the six Subcontracts, it
14 would have resulted in a minimum \$8,250,000 payment from Stoer to Benson Systems of
15 Northern California, which would then pass through to its parent and alter ego, the
16 Benson Defendants.

17 53. Stoer reasonably relied on this representation. In reliance on this
18 representation, Stoer executed the Subcontracts with Benson Systems of Northern
19 California.

20 54. Stoer was harmed as a result of its reliance on the Benson Defendants'
21 false representation. Under the impression that Benson Systems of Northern California
22 held a valid California contractor's license and was competent and capable of performing
23 the work required under the subject Subcontracts, Stoer authorized Benson Systems of
24 Northern California to perform construction work and contracting services on the Project.

25 55. Stoer paid Benson Systems of Northern California \$6,267,710.99 for work
26 on the Project. Stoer has been damaged in this amount, as Benson Systems of Northern
27 California is an unlicensed contractor and is not entitled to payment for unlicensed
28 contract work performed in California pursuant to California Business and Professions

1 Code section 7031(b).

2 56. Stoer's reliance on the Benson Defendants' representation regarding
3 Benson Systems of Northern California's license status was a substantial factor in
4 causing Stoer's harm.

5 57. Additionally, the Benson Defendants represented to Stoer that Benson
6 Systems of Northern California had completed or performed certain construction work
7 under the Subcontracts, thereby warranting payment from Stoer. The Benson
8 Defendants represented this fact as true by causing Benson Systems of Northern
9 California to invoice Stoer for the work allegedly performed.

10 58. The Benson Defendants' representations to Stoer were false because
11 Benson Systems of Northern California did not fully or competently perform construction
12 work under the Subcontracts as alleged in its invoices. Benson Systems of Northern
13 California and the Benson Defendants were not entitled to receive payment this work.

14 59. Specifically, Between September 2018 and September 2020, the Benson
15 Defendants caused Benson Systems of Northern California to engage in a pattern of
16 fraudulently billing Stoer for incomplete work under the false representation that such
17 work was complete.

18 60. In particular, under the LV Subcontract, the Benson Defendants caused
19 Benson Systems of Northern California to bill Stoer for 60% of the subcontracted work,
20 but Benson Systems of Northern California has only completed 48% of same. With
21 respect to the Electrical Subcontract, the Benson Defendants caused Benson Systems of
22 Northern California to bill Stoer for 76% of the subcontracted work, but Benson Systems
23 of Northern California only completed 59% of same. Regarding the Fire Alarm
24 Subcontract, the Benson Defendants caused Benson Systems of Northern California to
25 bill Stoer for 80% of the subcontracted work, but Benson Systems of Northern California
26 only completed 66% of same. As for the Fire Sprinkler Subcontract, the Benson
27 Defendants caused Benson Systems of Northern California to bill Stoer for 91% of the
28 subcontracted work, but Benson Systems of Northern California only completed 67% of

1 same. With regard to the HVAC Subcontract, the Benson Defendants caused Benson
2 Systems of Northern California to bill Stoer for 92% of the subcontracted work, but
3 Benson Systems of Northern California only completed 63% of same. Finally, with
4 respect to the Plumbing Subcontract, the Benson Defendants caused Benson Systems of
5 Northern California to bill Stoer for 80% of the subcontracted work, but Benson Systems
6 of Northern California only completed 72% of same.

7 61. In total, between September 2018 and September 2020, the Benson
8 Defendants knowingly and intentionally caused Benson Systems of Northern California to
9 overbill Stoer for incomplete and unperformed work, and undelivered materials by over
10 \$1,500,000.

11 62. When the Benson Defendants made these false representations in Benson
12 Systems of Northern California's invoices to Stoer, the Benson Defendants knew that the
13 representations were false, or made the representations recklessly without regard for
14 their truth.

15 63. The Benson Defendants intended that Stoer rely on the representations.

16 64. Stoer reasonably relied on the Benson Defendants' representation and
17 unknowingly paid Benson Systems of Northern California for the incomplete and
18 unperformed work and undelivered materials and equipment as falsely invoiced by
19 Benson Systems of Northern California in an amount that exceeds \$1,500,000.

20 65. Stoer was harmed as a result of its reliance on the Benson Defendants'
21 misrepresentations. Stoer's reliance on the Benson Defendants' misrepresentation was
22 a substantial factor in causing Stoer's harm.

23 WHEREFORE, Stoer prays for relief as set forth below.

24 **THIRD CAUSE OF ACTION**

25 **(Negligent Misrepresentation – Against All Defendants)**

26 66. Stoer incorporates herein by reference each of the preceding paragraphs
27 as if recited herein in full.

28 67. From September 2018 to March 2019, Stoer and the Benson Defendants

1 engaged in negotiations regarding the six Subcontracts. Sean Anderson, the President
2 and Chief Executive Officer of Stoer, negotiated the six Subcontracts on behalf of Stoer.
3 On information and belief, Shawn Benson, a member of Benson Systems of Northern
4 California and the Director and President of Benson Security Systems, Eric Benson, the
5 Treasurer of Benson Security Systems and the Chief Financial Officer of Benson
6 Systems of Northern California, and Cory Benson, the Secretary of Benson Security
7 Systems, negotiated the six Subcontracts on behalf of the Benson Defendants. The
8 negotiations occurred telephonically, in writing, and in person at Stoer's San Jose,
9 California headquarters.

10 68. During the negotiation and execution of each of the Subcontracts from
11 September 2018 to March 2019, the Benson Defendants made representations to Stoer
12 that Benson Systems of Northern California held a valid California contractor's license.
13 Specifically, the Benson Defendants represented that Benson Systems of Northern
14 California's California contractor's license number was 795362. That license number was
15 included in each of the written Subcontracts. The Benson Defendants represented that
16 this fact was true.

17 69. The representation regarding Benson Systems of Northern California's
18 license status was false. Benson Systems of Northern California did not have a valid
19 California contractor license. Rather, California contractor license number 795362
20 belonged to Benson Security Systems.

21 70. The Benson Defendants had no reasonable grounds for believing the
22 representation regarding Benson Systems of Northern California's contractor's license
23 status was true at the time the Benson Defendants caused Benson Systems of Northern
24 California to enter into the Subcontracts, and when the Benson Defendants represented
25 to Stoer that Benson Systems of Northern California was a duly licensed California
26 contractor.

27 71. Despite this, the Benson Defendants intended that Stoer rely on this
28 representation. The Benson Defendants made the representation to induce Stoer to

1 enter into the six Subcontracts with Benson Systems of Northern California for the
2 Project. If Benson Systems of Northern California, completed the six Subcontracts, it
3 would have resulted in a minimum \$8,250,000 payment from Stoer to Benson Systems of
4 Northern California, which would then pass through to its parent and alter ego, the
5 Benson Defendants.

6 72. Stoer reasonably relied on this representation. In reliance on the Benson
7 Defendants' representation, Stoer executed the Subcontracts with Benson Systems of
8 Northern California.

9 73. Stoer was harmed as a result of its reliance on the Benson Defendants'
10 false representation. Under the impression that Benson Systems of Northern California
11 held a valid California contractor's license, and was competent and cable of performing
12 the work required under the Subcontracts, Stoer authorized Benson Systems of Northern
13 California to perform construction work and contracting services on the Project.

14 74. Stoer paid Benson Systems of Northern California \$6,267,710.99 for its
15 work on the Project. Stoer has been damaged in this amount, as Benson Systems of
16 Northern California is an unlicensed contractor and is not entitled to payment for
17 unlicensed contract work performed in California pursuant to California Business and
18 Professions Code section 7031(b).

19 75. Stoer's reliance on the Benson Defendants' representation regarding
20 Benson Systems of Northern California's license status was a substantial factor in
21 causing Stoer's harm.

22 76. Additionally, the Benson Defendants represented to Stoer that they had
23 completed or performed certain construction work under the Subcontracts, thereby
24 warranting payment from Stoer. The Benson Defendants represented this fact as true by
25 causing Benson Systems of Northern California to invoice Stoer for the work allegedly
26 performed.

27 77. The Benson Defendants' representations to Stoer were false because
28 Benson Systems of Northern California did not fully or competently perform construction

1 work under the Subcontracts as alleged in its invoices. Benson Systems of Northern
2 California was not entitled to receive payment for same.

3 78. Between September 2018 and September 2020, the Benson Defendants
4 caused Benson Systems of Northern California to engage in a pattern of fraudulently
5 billing Stoer for incomplete work under the false representation that such work was
6 complete.

7 79. In particular, under the LV Subcontract, the Benson Defendants caused
8 Benson Systems of Northern California to bill Stoer for 60% of the subcontracted work,
9 but Benson Systems of Northern California had only completed 48% of same. With
10 respect to the Electrical Subcontract, the Benson Defendants caused Benson Systems of
11 Northern California to bill Stoer for 76% of the subcontracted work, but Benson Systems
12 of Northern California had only completed 59% of same. Regarding the Fire Alarm
13 Subcontract, the Benson Defendants caused Benson Systems of Northern California to
14 bill Stoer for 80% of the subcontracted work, but Benson Systems of Northern California
15 had only completed 66% of same. As for the Fire Sprinkler Subcontract, the Benson
16 Defendants caused Benson Systems of Northern California to bill Stoer for 91% of the
17 subcontracted work, but Benson Systems of Northern California had only completed 67%
18 of same. With regard to the HVAC Subcontract, the Benson Defendants caused Benson
19 Systems of Northern California to bill Stoer for 92% of the subcontracted work, but
20 Benson Systems of Northern California had only completed 63% of same. Finally, with
21 respect to the Plumbing Subcontract, the Benson Defendants caused Benson Systems of
22 Northern California to bill Stoer for 80% of the subcontracted work, but Benson Systems
23 of Northern California had only completed 72% of same.

24 80. In total, between September 2018 and September 2020, the Benson
25 Defendants knowingly and intentionally caused Benson Systems of Northern California to
26 overbill Stoer for incomplete work by more than \$1,500,000.

27 81. The Benson Defendants had no reasonable grounds for believing the
28 representations in Benson Systems of Northern California's invoices were true at the time

1 the Benson Defendants caused the invoices to be billed to Stoer.

2 82. The Benson Defendants intended that Stoer rely on the representations.

3 83. Stoer reasonably relied on the representation and unknowingly paid Benson
4 Systems of Northern California for the incomplete construction work as falsely invoiced
5 by Benson Systems of Northern California in an amount that exceeds \$1,500,000.

6 84. Stoer was harmed as a result of its reliance on the Benson Defendants'
7 misrepresentations. Stoer's reliance on the Benson Defendants' misrepresentation was
8 a substantial factor in causing Stoer's harm.

9 WHEREFORE, Stoer prays for relief as set forth below.

10 **FOURTH CAUSE OF ACTION**

11 **(Breach of Written Contract – Against All Defendants)**

12 85. Stoer incorporates herein by reference each of the preceding paragraphs
13 as if recited herein in full.

14 86. On or about September 24, 2018, Stoer and Benson Systems of Northern
15 California entered into a written Plumbing Subcontract. Pursuant to the Plumbing
16 Subcontract, Benson Systems of Northern California agreed to furnish all labor,
17 materials, equipment, and other facilities required to perform the scope of work
18 referenced and fully incorporated in the Plumbing Subcontract. Benson Systems of
19 Northern California also assumed a duty to perform the scope of work in the Plumbing
20 Subcontract in a workmanlike manner and in accordance with applicable standard
21 industry practices. Benson Systems of Northern California agreed to prosecute its work
22 in a prompt and diligent manner in accordance with Stoer's progress schedule, as set
23 forth in the Plumbing Subcontract, without delaying or hindering Stoer's work, or the work
24 of other subcontractors. Further, Benson Systems of Northern California agreed to
25 comply with all statutes, codes, regulations, and other applicable laws, and to perform the
26 construction work with the proper licenses and registrations. Benson Systems of
27 Northern California specifically agreed that it was and at all relevant times would be duly
28 licensed by, and in good standing with, the California Contractors State License Board

1 ("CSLB").

2 87. In consideration for Benson Systems of Northern California's work, Stoer
3 agreed to pay Benson Systems of Northern California a specific sum for Benson Systems
4 of Northern California's strict performance of its work in conformance with the terms of
5 the Plumbing Subcontract. Stoer agreed to pay Benson Systems of Northern California
6 in monthly progress payments for ninety percent of the work Benson Systems of Northern
7 California completed each month. Once Benson Systems of Northern California
8 completed the construction work in conformity with the Plumbing Subcontract, and once
9 Stoer and the owner of the Project accepted the work, Stoer would make final payment to
10 Benson Systems of Northern California.

11 88. Stoer fully performed all the terms and conditions required of it under the
12 Plumbing Subcontract, except any that have been excused. Specifically, Stoer paid
13 Benson Systems of Northern California for ninety percent of the work Benson Systems of
14 Northern California completed each month, as billed in Benson Systems of Northern
15 California's invoices for the Plumbing Subcontract.

16 89. Benson Systems of Northern California breached the Plumbing Subcontract
17 by failing to perform competent and quality construction work that complied with the
18 schedule, scope of work, and budget. Benson Systems of Northern California also
19 breached the Plumbing Subcontract by overbilling Stoer for work that Benson Systems of
20 Northern California had not yet completed. Benson Systems of Northern California also
21 breached the Plumbing Subcontract by not having a valid California contractor's license.

22 90. As a result of Benson Systems of Northern California's breach of the
23 Plumbing Subcontract, Benson Systems of Northern California had to redo the work, and
24 when such work proved to be insufficient yet again, Stoer was forced to hire new
25 subcontractors to redo Benson Systems of Northern California's unsatisfactory work and
26 finish Benson Systems of Northern California's incomplete work. Benson Systems of
27 Northern California's breach caused Stoer to fall behind schedule for the Project and also
28 forced Stoer to incur additional, unnecessary costs.

1 91. Benson Systems of Northern California's breach of the Plumbing
2 Subcontract substantially caused Stoer's harm. Specifically, Stoer has suffered monetary
3 damages according to proof. Further, Stoer has suffered damage to its reputation due to
4 Benson Systems of Northern California's breach of the Plumbing Subcontract.

5 92. On or about October 8, 2018, Stoer and Benson Systems of Northern
6 California entered into a written HVAC Subcontract. Pursuant to the HVAC Subcontract,
7 Benson Systems of Northern California agreed to furnish all labor, materials, equipment,
8 and other facilities required to perform the scope of work referenced and fully
9 incorporated in the HVAC Subcontract. Benson Systems of Northern California also
10 assumed a duty to perform the scope of work in the HVAC Subcontract in a workmanlike
11 manner and in accordance with applicable standard industry practices. Benson Systems
12 of Northern California agreed to prosecute its work in a prompt and diligent manner in
13 accordance with Stoer's progress schedule, as set forth in the HVAC Subcontract,
14 without delaying or hindering Stoer's work, or the work of other subcontractors. Further,
15 Benson Systems of Northern California agreed to comply with all statutes, codes,
16 regulations, and other applicable laws, and to perform the construction work with the
17 proper licenses and registrations. Benson Systems of Northern California specifically
18 agreed that it was and at all relevant times would be duly licensed by, and in good
19 standing with, the CSLB.

20 93. In consideration for Benson Systems of Northern California's work, Stoer
21 agreed to pay Benson Systems of Northern California a specific sum for Benson Systems
22 of Northern California's strict performance of its work in conformance with the terms of
23 the HVAC Subcontract. Stoer agreed to pay Benson Systems of Northern California in
24 monthly progress payments for ninety percent of the work Benson Systems of Northern
25 California completed each month. Once Benson Systems of Northern California
26 completed the construction work in conformity with the HVAC Subcontract, and once
27 Stoer and the owner of the Project accepted the work, Stoer would make final payment to
28 Benson Systems of Northern California.

1 94. Stoer fully performed all the terms and conditions required of it under the
2 HVAC Subcontract, except any that have been excused. Specifically, Stoer paid Benson
3 Systems of Northern California for ninety percent of the work Benson Systems of
4 Northern California completed each month, as billed in Benson Systems of Northern
5 California's invoices for the HVAC Subcontract.

6 95. Benson Systems of Northern California breached the HVAC Subcontract by
7 failing to perform competent and quality construction work that complied with the
8 schedule, scope of work, and budget. Benson Systems of Northern California also
9 breached the HVAC Subcontract by overbilling Stoer for work that Benson Systems of
10 Northern California had not yet completed. Benson Systems of Northern California also
11 breached the HVAC Subcontract by not having a valid California contractor's license.

12 96. As a result of Benson Systems of Northern California's breach of the HVAC
13 Subcontract, Benson Systems of Northern California had to redo the work, and when
14 such work proved to be insufficient yet again, Stoer was forced to hire new
15 subcontractors to redo Benson Systems of Northern California's unsatisfactory work and
16 finish Benson Systems of Northern California's incomplete work. Benson Systems of
17 Northern California's breach caused Stoer to fall behind schedule for the Project and
18 also forced Stoer to incur additional, unnecessary costs.

19 97. Benson Systems of Northern California's breach of the HVAC Subcontract
20 substantially caused Stoer's harm. Specifically, Stoer has suffered monetary damages
21 according to proof. Further, Stoer has suffered damage to its reputation due to Benson
22 Systems of Northern California's breach of the HVAC Subcontract.

23 98. On or about October 8, 2018, Stoer and Benson Systems of Northern
24 California entered into a written Fire Sprinkler Subcontract. Pursuant to the Fire Sprinkler
25 Subcontract, Benson Systems of Northern California agreed to furnish all labor,
26 materials, equipment, and other facilities required to perform the scope of work
27 referenced and fully incorporated in the Fire Sprinkler Subcontract. Benson Systems of
28 Northern California also assumed a duty to perform the scope of work in the Fire

1 Sprinkler Subcontract in a workmanlike manner and in accordance with applicable
2 standard industry practices. Benson Systems of Northern California agreed to prosecute
3 its work in a prompt and diligent manner in accordance with Stoer's progress schedule,
4 as set forth in the Fire Sprinkler Subcontract, without delaying or hindering Stoer's work,
5 or the work of other subcontractors. Further, Benson Systems of Northern California
6 agreed to comply with all statutes, codes, regulations, and other applicable laws, and to
7 perform the construction work with the proper licenses and registrations. Benson
8 Systems of Northern California specifically agreed that it was and at all relevant times
9 would be duly licensed by, and in good standing with, the CSLB.

10 99. In consideration for Benson Systems of Northern California's work, Stoer
11 agreed to pay Benson Systems of Northern California a specific sum for Benson Systems
12 of Northern California's strict performance of its work in conformance with the terms of
13 the Fire Sprinkler Subcontract. Stoer agreed to pay Benson Systems of Northern
14 California in monthly progress payments for ninety percent of the work Benson Systems
15 of Northern California completed each month. Once Benson Systems of Northern
16 California completed the construction work in conformity with the Fire Sprinkler
17 Subcontract, and once Stoer and the owner of the Project accepted the work, Stoer
18 would make final payment to Benson Systems of Northern California.

19 100. Stoer fully performed all the terms and conditions required of it under the
20 Fire Sprinkler Subcontract, except any that have been excused. Specifically, Stoer paid
21 Benson Systems of Northern California for ninety percent of the work Benson Systems of
22 Northern California completed each month, as billed in Benson Systems of Northern
23 California's invoices for the Fire Sprinkler Subcontract.

24 101. Benson Systems of Northern California breached the Fire Sprinkler
25 Subcontract by failing to perform competent and quality construction work that complied
26 with the schedule, scope of work, and budget. Benson Systems of Northern California
27 also breached the Fire Sprinkler Subcontract by overbilling Stoer for work that Benson
28 Systems of Northern California had not yet completed. Benson Systems of Northern

1 California also breached the Fire Sprinkler Subcontract by not having a valid California
2 contractor's license.

3 102. As a result of Benson Systems of Northern California's breach of the Fire
4 Sprinkler Subcontract, Benson Systems of Northern California had to redo the work, and
5 when such work proved to be insufficient yet again, Stoer was forced to hire new
6 subcontractors to redo Benson Systems of Northern California's unsatisfactory work and
7 finish Benson Systems of Northern California's incomplete work. Benson Systems of
8 Northern California's breach caused Stoer to fall behind schedule for the Project and also
9 forced Stoer to incur additional, unnecessary costs.

10 103. Benson Systems of Northern California's breach of the Fire Sprinkler
11 Subcontract substantially caused Stoer's harm. Specifically, Stoer has suffered monetary
12 damages according to proof. Further, Stoer has suffered damage to its reputation due to
13 Benson Systems of Northern California's breach of the Fire Sprinkler Subcontract.

14 104. On or about October 9, 2018, Stoer and Benson Systems of Northern
15 California entered into a written Fire Alarm Subcontract. Pursuant to the Fire Alarm
16 Subcontract, Benson Systems of Northern California agreed to furnish all labor,
17 materials, equipment, and other facilities required to perform the scope of work
18 referenced and fully incorporated in the Fire Alarm Subcontract. Benson Systems of
19 Northern California also assumed a duty to perform the scope of work in the Fire Alarm
20 Subcontract in a workmanlike manner and in accordance with applicable standard
21 industry practices. Benson Systems of Northern California agreed to prosecute its work
22 in a prompt and diligent manner in accordance with Stoer's progress schedule without
23 delaying or hindering Stoer's work, or the work of other subcontractors. Further, Benson
24 Systems of Northern California agreed to comply with all statutes, codes, regulations, and
25 other applicable laws, and to perform the construction work with the proper licenses and
26 registrations. Benson Systems of Northern California specifically agreed that it was and
27 at all relevant times would be duly licensed by, and in good standing with, the CSLB.

28 105. In consideration for Benson Systems of Northern California's work, Stoer

1 agreed to pay Benson Systems of Northern California a specific sum for Benson Systems
2 of Northern California's strict performance of its work in conformance with the terms of
3 the Fire Alarm Subcontract. Stoer agreed to pay Benson Systems of Northern California
4 in monthly progress payments for ninety percent of the work Benson Systems of Northern
5 California completed each month. Once Benson Systems of Northern California
6 completed the construction work in conformity with the Fire Alarm Subcontract, and once
7 Stoer and the owner of the Project accepted the work, Stoer would make final payment to
8 Benson Systems of Northern California.

9 106. Stoer fully performed all the terms and conditions required of it under the
10 Fire Alarm Subcontract, except any that have been excused. Specifically, Stoer paid
11 Benson Systems of Northern California for ninety percent of the work Benson Systems of
12 Northern California completed each month, as billed in Benson Systems of Northern
13 California's invoices for the Fire Alarm Subcontract.

14 107. Benson Systems of Northern California breached the Fire Alarm
15 Subcontract by failing to perform competent and quality construction work that complied
16 with the schedule, scope of work, and budget. Benson Systems of Northern California
17 also breached the Fire Alarm Subcontract by overbilling Stoer for work that Benson
18 Systems of Northern California had not yet completed. Benson Systems of Northern
19 California also breached the Fire Alarm Subcontract by not having a valid California
20 contractor's license.

21 108. As a result of Benson Systems of Northern California's breach of the Fire
22 Alarm Subcontract, Benson Systems of Northern California had to redo the work, and
23 when such work proved to be insufficient yet again, Stoer was forced to hire new
24 subcontractors to redo Benson Systems of Northern California's unsatisfactory work and
25 finish Benson Systems of Northern California's incomplete work. Benson Systems of
26 Northern California's breach caused Stoer to fall behind schedule for the Project and also
27 forced Stoer to incur additional, unnecessary costs.

28 109. Benson Systems of Northern California's breach of the Fire Alarm

1 Subcontract substantially caused Stoer's harm. Specifically, Stoer has suffered monetary
2 damages according to proof. Further, Stoer has suffered damage to its reputation due to
3 Benson Systems of Northern California's breach of the Fire Alarm Subcontract.

4 110. On or about October 9, 2018, Stoer and Benson Systems of Northern
5 California entered into a written LV Subcontract. Pursuant to the LV Subcontract,
6 Benson Systems of Northern California agreed to furnish all labor, materials, equipment,
7 and other facilities required to perform the scope of work referenced and fully
8 incorporated in the LV Subcontract. Benson Systems of Northern California also
9 assumed a duty to perform the scope of work in the LV Subcontract in a workmanlike
10 manner and in accordance with applicable standard industry practices. Benson Systems
11 of Northern California agreed to prosecute its work in a prompt and diligent manner in
12 accordance with Stoer's progress schedule, as set forth in the LV Subcontract, without
13 delaying or hindering Stoer's work, or the work of other subcontractors. Further, Benson
14 Systems of Northern California agreed to comply with all statutes, codes, regulations, and
15 other applicable laws, and to perform the construction work with the proper licenses and
16 registrations. Benson Systems of Northern California specifically agreed that it was and
17 at all relevant times would be duly licensed by, and in good standing with, the CSLB.

18 111. In consideration for Benson Systems of Northern California's work, Stoer
19 agreed to pay Benson Systems of Northern California a specific sum for Benson Systems
20 of Northern California's strict performance of its work with respect to the LV Subcontract.
21 Stoer agreed to pay Benson Systems of Northern California in monthly progress
22 payments for ninety percent of the work Benson Systems of Northern California
23 completed each month. Once Benson Systems of Northern California completed the
24 construction work in conformity with the LV Subcontract, and once Stoer and the owner
25 of the Project accepted the work, Stoer would make final payment to Benson Systems of
26 Northern California.

27 112. Stoer fully performed all the terms and conditions required of it under the LV
28 Subcontract, except any that have been excused. Specifically, Stoer paid Benson

1 Systems of Northern California for ninety percent of the work Benson Systems of
2 Northern California completed each month, as billed in Benson Systems of Northern
3 California's invoices for the LV Subcontract.

4 113. Benson Systems of Northern California breached the LV Subcontract by
5 failing to perform competent and quality construction work that complied with the
6 schedule, scope of work, and budget. Benson Systems of Northern California also
7 breached the LV Subcontract by overbilling Stoer for work that Benson Systems of
8 Northern California had not yet completed. Benson Systems of Northern California also
9 breached the LV Subcontract by not having a valid California contractor's license.

10 114. As a result of Benson Systems of Northern California's breach of the LV
11 Subcontract, Benson Systems of Northern California had to redo the work, and when
12 such work proved to be insufficient yet again, Stoer was forced to hire new
13 subcontractors to redo Benson Systems of Northern California's unsatisfactory work and
14 finish Benson Systems of Northern California's incomplete work. Benson Systems of
15 Northern California's breach caused Stoer to fall behind schedule for the Project and also
16 forced Stoer to incur additional, unnecessary costs.

17 115. Benson Systems of Northern California's breach of the LV Subcontract
18 substantially caused Stoer's harm. Specifically, Stoer has suffered monetary damages
19 according to proof. Further, Stoer has suffered damage to its reputation due to Benson
20 Systems of Northern California's breach of the LV Subcontract.

21 116. On or about October 17, 2018, Stoer and Benson Systems of Northern
22 California entered into a written Electrical Subcontract. Pursuant to the Electrical
23 Subcontract, Benson Systems of Northern California agreed to furnish all labor,
24 materials, equipment, and other facilities required to perform the scope of work
25 referenced and fully incorporated in the Electrical Subcontract. Benson Systems of
26 Northern California also assumed a duty to perform the scope of work in a workmanlike
27 manner and in accordance with applicable standard industry practices. Benson Systems
28 of Northern California agreed to prosecute its work in a prompt and diligent manner in

1 accordance with Stoer's progress schedule, as set forth in the Electrical Subcontract,
2 without delaying or hindering Stoer's work, or the work of other subcontractors. Further,
3 Benson Systems of Northern California agreed to comply with all statutes, codes,
4 regulations, and other applicable laws, and to perform the construction work with the
5 proper licenses and registrations. Benson Systems of Northern California specifically
6 agreed that it was and at all relevant times would be duly licensed by, and in good
7 standing with, the CSLB.

8 117. In consideration for Benson Systems of Northern California's work, Stoer
9 agreed to pay Benson Systems of Northern California a specific sum for Benson Systems
10 of Northern California's strict performance of its work with respect to the Electrical
11 Subcontract. Stoer agreed to pay Benson Systems of Northern California in monthly
12 progress payments for ninety percent of the work Benson Systems of Northern California
13 completed each month. Once Benson Systems of Northern California completed the
14 construction work in conformity with the Electrical Subcontract, and once Stoer and the
15 owner of the Project accepted the work, Stoer would make final payment to Benson
16 Systems of Northern California.

17 118. Stoer fully performed all the terms and conditions required of it under the
18 Electrical Subcontract, except any that have been excused. Specifically, Stoer paid
19 Benson Systems of Northern California for ninety percent of the work Benson Systems of
20 Northern California completed each month, as billed in Benson Systems of Northern
21 California's invoices for the Electrical Subcontract.

22 119. Benson Systems of Northern California breached the Electrical Subcontract
23 by failing to perform competent and quality construction work that complied with the
24 schedule, scope of work, and budget. Benson Systems of Northern California also
25 breached the Electrical Subcontract by overbilling Stoer for work that Benson Systems of
26 Northern California had not yet completed. Benson Systems of Northern California also
27 breached the Electrical Subcontract by not having a valid California contractor's license.

28 120. As a result of Benson Systems of Northern California's breach of the

1 Electrical Subcontract, Benson Systems of Northern California had to redo the work, and
2 when such work proved to be insufficient yet again, Stoer was forced to hire new
3 subcontractors to redo Benson Systems of Northern California's unsatisfactory work and
4 finish Benson Systems of Northern California's incomplete work. Benson Systems of
5 Northern California's breach caused Stoer to fall behind schedule for the Project and also
6 forced Stoer to incur additional, unnecessary costs.

7 121. Benson Systems of Northern California's breach of the Electrical
8 Subcontract substantially caused Stoer's harm. Specifically, Stoer has suffered monetary
9 damages according to proof. Further, Stoer has suffered damage to its reputation due to
10 Benson Systems of Northern California's breach of the Electrical Subcontract.

11 122. Benson Defendants have never had, and do not have now, a genuine and
12 separate corporate existence apart from Benson Systems of Northern California. The
13 Benson Defendants and Benson Systems of Northern California acted as a single
14 enterprise with a unity of interest, common business purpose, and unity of ownership
15 such that the separate corporate personalities are merged and indistinguishable. Benson
16 Systems of Northern California is, and at all times mentioned herein was, a shell
17 company through which the Benson Defendants conducted business in California.
18 Benson Systems of Northern California has in fact been used and exists for the sole
19 purpose of enabling the Benson Defendants to wrongfully transact a portion of their
20 business under an alternate corporate guise and as a conduit for a single venture.

21 123. The Benson Defendants, as the parent and alter ego of Benson Systems of
22 Northern California, have been and are conducting, managing, and controlling the affairs
23 of Benson Systems of Northern California with respect to Stoer's claims in this Complaint,
24 as if Benson Systems of Northern California was their own business. The Benson
25 Defendants have used the separate corporate identity of Benson Systems of Northern
26 California as a shell company for the purpose of unjustly attempting to shield itself from
27 prospective liability. The Benson Defendants and Benson Systems of Northern California
28 are, and at all times mentioned herein were, acting as a single enterprise. The Benson

1 Defendants are liable for Benson Systems of Northern California's breach of the six
2 written Subcontracts.

3 WHEREFORE, Stoer prays for relief as set forth below.

4 **FIFTH CAUSE OF ACTION**

5 **(Negligence – Against All Defendants)**

6 124. Stoer incorporates herein by reference each of the preceding paragraphs
7 as if recited herein in full.

8 125. By causing its subsidiary and alter ego, Benson Systems of Northern
9 California, to enter into the Subcontracts, the Benson Defendants assumed a duty of
10 reasonable care to ensure that Benson Systems of Northern California performed the
11 construction work specified in the Subcontracts, which includes competently and timely
12 completing same, as well as completing the construction work in accordance with the
13 scopes of and budget work identified in each Subcontract.

14 126. The Benson Defendants breached the duty of reasonable care by failing to
15 cause its subsidiary and alter ego, Benson Systems of Northern California, to provide
16 competent construction work, failing to complete such construction work within the
17 schedules and scopes of work specified by the Subcontracts, and failing to be duly
18 licensed by the CSLB.

19 127. As a result of the Benson Defendants' breach of the duty of reasonable
20 care, Stoer suffered reputational and monetary damages according to proof.

21 128. But for the Benson Defendants' breach of the duty of reasonable care owed
22 to Stoer, Stoer would not have suffered damages.

23 WHEREFORE, Stoer prays for relief as set forth below.

24 **SIXTH CAUSE OF ACTION**

25 **(Violation of Business and Professions Code §17200 – Against All Defendants)**

26 129. Stoer incorporates herein by reference each of the preceding paragraphs
27 as if recited herein in full.

28 130. The Benson Defendants engaged in unlawful, fraudulent, and/or unfair

1 business practices when it fraudulently represented to Stoer that its subsidiary and alter
2 ego, Benson Systems of Northern California, had a valid California contractor's license.
3 The Benson Defendants made this misrepresentation to Stoer to induce Stoer to execute
4 the Subcontracts with Benson Systems of Northern California so that the Benson
5 Defendants could collect fees for Benson Systems of Northern California's unlawful and
6 unauthorized construction work and subcontracting services performed on the Project.

7 131. The Benson Defendants also engaged in unlawful, fraudulent, and/or unfair
8 business practices when it fraudulently billed Stoer for work not yet performed pursuant
9 to the Subcontracts. The Benson Defendants engaged in fraudulent billing practices
10 solely for their personal gain, at the exclusion of Stoer.

11 132. As a result of the Benson Defendants' unlawful, fraudulent, and/or unfair
12 business practices, Stoer has suffered monetary damages according to proof.

13 WHEREFORE, Stoer prays for relief as set forth below.

14 **SEVENTH CAUSE OF ACTION**

15 **(Breach of the Covenant of Good Faith and Fair Dealing – Against All Defendants)**

16 133. Stoer incorporates herein by reference each of the preceding paragraphs
17 as if recited herein in full.

18 134. On or about September 24, 2018, the Benson Defendants induced Stoer to
19 enter into a written Plumbing Subcontract with their subsidiary and alter ego, Benson
20 Systems of Northern California.

21 135. On or about October 8, 2018, the Benson Defendants induced Stoer to
22 enter into a written HVAC Subcontract and Fire Sprinkler Subcontract with their
23 subsidiary and alter ego, Benson Systems of Northern California.

24 136. On or about October 9, 2018, the Benson Defendants induced Stoer to
25 enter into a written Fire Alarm Subcontract and a Low Voltage Subcontract with their
26 subsidiary and alter ego, Benson Systems of Northern California.

27 137. On or about October 17, 2018, the Benson Defendants induced Stoer to
28 enter into a written Electrical Subcontract with their subsidiary and alter ego, Benson

1 Systems of Northern California.

2 138. Stoer fully performed all the terms and conditions required of it under the
3 Subcontracts, except any that have been excused.

4 139. All conditions required for Benson Systems of Northern California's
5 performance of the Subcontracts have occurred.

6 140. The Benson Defendants unfairly interfered with Stoer's right to receive the
7 benefits of the Subcontracts when the Benson Defendants caused Benson Systems of
8 Northern California to breach the Subcontracts, fraudulently bill Stoer for same, and when
9 the Benson Defendants fraudulently misrepresented that Benson Systems of Northern
10 California was authorized and duly licensed by the CSLB to perform construction work
11 and subcontracting services on the Project.

12 141. As a result, Stoer suffered reputational and monetary damages according to
13 proof.

14 WHEREFORE, Stoer prays for relief as set forth below.

15 **EIGHTH CAUSE OF ACTION**

16 **(Intentional Interference With Contractual Relations – Against All Defendants)**

17 142. Stoer incorporates herein by reference each of the preceding paragraphs
18 as if recited herein in full.

19 143. Stoer had a construction contract (the "Main Contract") with Lodging
20 Dynamics Hospitality Group regarding the construction of the Project, a new hotel in
21 Milpitas, California.

22 144. The Benson Defendants knew of this contract. The Benson Defendants
23 induced Stoer to enter into six Subcontracts with their subsidiary and alter ego, Benson
24 Systems of Northern California, for construction work on the Project.

25 145. The Benson Defendants' conduct, including by allowing their subsidiary and
26 alter ego, Benson Systems of Northern California, to enter into the Subcontracts without
27 being duly licensed by the CSLB to perform construction work in California and,
28 notwithstanding the forgoing, allowing Benson Systems of Northern California to perform

1 incompetent and incomplete construction work on the Project, thereby preventing Stoer's
2 performance or making Stoer's performance of the Main Contract more expensive or
3 difficult.

4 146. The Benson Defendants intended to disrupt Stoer's performance of the
5 Main Contract, or knew that disruption of performance was certain or substantially certain
6 to occur.

7 147. As a result of the Benson Defendants' conduct, Stoer was harmed.

8 148. The Benson Defendants' conduct was a substantial factor in causing
9 Stoer's harm.

10 WHEREFORE, Stoer prays for relief as set forth below.

11 **NINTH CAUSE OF ACTION**

12 **(Intentional Interference With Prospective Economic Relations – All Defendants)**

13 149. Stoer incorporates herein by reference each of the preceding paragraphs
14 as if recited herein in full.

15 150. Stoer and the owner of the Project, Lodging Dynamics Hospitality Group,
16 were in an economic relationship that would have resulted in an economic benefit to
17 Stoer.

18 151. The Benson Defendants knew of Stoer and Lodging Dynamics Hospitality
19 Group's relationship.

20 152. The Benson Defendants engaged in wrongful conduct, by allowing their
21 subsidiary and alter ego, Benson Systems of Northern California, to enter into the
22 Subcontracts without being duly licensed by the CSLB to perform construction work in
23 California and allowing Benson Systems of Northern California to perform incompetent
24 and incomplete construction work on the Project.

25 153. By engaging in this wrongful conduct, the Benson Defendants intended to
26 disrupt the relationship between Stoer and Lodging Dynamics Hospitality Group, or knew
27 that disruption of the relationship was certain or substantially certain to occur.

28 154. Stoer and Lodging Dynamics Hospitality Group's relationship was disrupted.

1 155. As a result of the Benson Defendants' conduct, Stoer was harmed.

2 156. The Benson Defendants' wrongful conduct was a substantial factor in
3 causing Stoer's harm.

4 WHEREFORE, Stoer prays for relief as set forth below.

5 **TENTH CAUSE OF ACTION**

6 **(Negligent Interference With Prospective Economic Relations – Against All
7 Defendants)**

8 157. Stoer incorporates herein by reference each of the preceding paragraphs
9 as if recited herein in full.

10 158. Stoer and the owner of the Project, Lodging Dynamics Hospitality Group,
11 were in an economic relationship that would have resulted in an economic benefit to
12 Stoer.

13 159. The Benson Defendants knew or should have known of Stoer and Lodging
14 Dynamics Hospitality Group's relationship.

15 160. The Benson Defendants knew or should have known that Stoer and
16 Lodging Dynamics Hospitality Group's relationship would be disrupted if the Benson
17 Defendants failed to act with reasonable care.

18 161. The Benson Defendants failed to act with reasonable care by engaging in
19 wrongful conduct, including by inducing Stoer to enter into six Subcontracts with their
20 subsidiary and alter ego, Benson Systems of Northern California, which was not duly
21 licensed by the CSLB to perform construction work in California and, who performed
22 incompetent and incomplete construction work on the Project.

23 162. Stoer and Lodging Dynamics Hospitality Group's relationship was disrupted
24 as a result of the Benson Defendants' wrongful conduct.

25 163. As a result of the Benson Defendants' conduct, Stoer was harmed.

26 164. The Benson Defendants' wrongful conduct was a substantial factor in
27 causing Stoer's harm.

28 WHEREFORE, Stoer prays for relief as set forth below.

PRAYER FOR RELIEF

WHEREFORE, Stoer prays for relief as follows:

1. For disgorgement of all fees paid to the Benson Systems of Northern California and the Benson Defendants in connection with the six Subcontracts;
2. For general damages according to proof;
3. For special damages according to proof;
4. For punitive damages;
5. For interest at the legal rate;
6. For attorney fees and costs; and
7. For such other and further relief as the Court may deem just and proper.

DATED: August 17, 2021

HOGUE, FENTON, JONES & APPEL, INC.



By:

Eugene Ashley
Cara Mae Acibo
Emma B. Lloyd
Attorneys for Plaintiff STOER CONSTRUCTION,
INC., a California corporation

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Eugene Ashley (SBN 171885) / Cara Mae Acibo (SBN 322303) / Emma B. Lloyd (SBN 322374) Hoge Fenton Jones & Appel, Inc. 55 S. Market Street, Suite 900 San Jose, CA 95113-2324 TELEPHONE NO.: (408) 287-9501 FAX NO. (Optional) (408) 287-2583 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name) Plaintiff STOER CONSTRUCTION, INC.		Electronically Filed POS-010 by Superior Court of CA, County of Santa Clara, on 10/20/2021 2:49 PM Reviewed By: R. Fleming Case #21CV387612 Envelope: 7504092
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS 191 N. First Street MAILING ADDRESS 191 N. First Street CITY AND ZIP CODE San Jose, 95113 BRANCH NAME: Downtown Superior Courthouse		
PLAINTIFF/PETITIONER: STOER CONSTRUCTION, INC. DEFENDANT/RESPONDENT: BENSON SECURITY SYSTEMS, INC. et al.		CASE NUMBER: 21CV387612
PROOF OF SERVICE OF SUMMONS		Ref. No. or File No.: 202896

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. ☒ summons
 - b. ☒ complaint
 - c. ☐ Alternative Dispute Resolution (ADR) package
 - d. ☐ Civil Case Cover Sheet (served in complex cases only)
 - e. ☐ cross-complaint
 - f. ☒ other (specify documents): Civil Lawsuit Notice
3. a. Party served (specify name of party as shown on documents served):
Benson Security Systems, Inc.
- b. ☒ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
Lupe Iniguez (Statutory Agent) c/o Hermillo Iniguez, an Authorized Representative of Iniguez Law, PA
4. Address where the party was served:
Iniguez Law, PA, 2198 E. Camelback Road, Suite 350, Phoenix, AZ 85016
5. I served the party (check proper box)
 - a. ☒ by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): October 7, 2021 (2) at (time): 12:34 p.m.
 - b. ☐ by substituted service. On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
 - (1) ☐ (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) ☐ (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) ☐ (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): from (city): or ☐ a declaration of mailing is attached.
 - (5) ☐ I attach a declaration of diligence stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: STOER CONSTRUCTION, INC.	CASE NUMBER: 21CV387612
DEFENDANT/RESPONDENT: BENSON SECURITY SYSTEMS, INC. et al.	

5. c. ☐ by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (Attach completed *Notice and Acknowledgment of Receipt*.) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)

d. ☐ by other means (specify means of service and authorizing code section):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify):
- c. ☐ as occupant.
- d. ☒ On behalf of (specify): **Defendant BENSON SECURITY SYSTEMS, INC.**
under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input checked="" type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. Person who served papers

- a. Name: **Wayne Holcomb**
- b. Address: **1030 E. Geneva Drive, Tempe, AZ 85282**
- c. Telephone number: **(480) 217-0933**
- d. The fee for service was: **\$ 110.00**
- e. I am:

- (1) ☒ not a registered California process server. Maricopa County Officer of the Court Card #8930
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☐ a registered California process server.
- (i) ☐ owner ☐ employee ☐ independent contractor.
- (ii) Registration No.:
- (iii) County:

8. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: **October 18, 2021**

Wayne Holcomb

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)



(SIGNATURE)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Eugene Ashley (SBN 171885) / Cara Mae Acibo (SBN 322303) / Emma B. Lloyd (SBN 322374) Hoge Fenton Jones & Appel, Inc. 55 S. Market Street, Suite 900 San Jose, CA 95113-2324 TELEPHONE NO (408) 287-9501 FAX NO (Optional) (408) 287-2583 E-MAIL ADDRESS (Optional) ATTORNEY FOR (Name) Plaintiff STOER CONSTRUCTION, INC.		Electronically Filed by Superior Court of CA County of Santa Clara, on 10/20/2021 2:49 PM Reviewed By: R. Fleming Case #21CV387612 Envelope: 7504092
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS 191 N. First Street MAILING ADDRESS 191 N. First Street CITY AND ZIP CODE San Jose, 95113 BRANCH NAME Downtown Superior Courthouse		
PLAINTIFF/PETITIONER: STOER CONSTRUCTION, INC. DEFENDANT/RESPONDENT: BENSON SECURITY SYSTEMS, INC. et al.		CASE NUMBER 21CV387612
PROOF OF SERVICE OF SUMMONS		Ref No or File No 202896

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. ☒ summons
 - b. ☒ complaint
 - c. ☐ Alternative Dispute Resolution (ADR) package
 - d. ☐ Civil Case Cover Sheet (served in complex cases only)
 - e. ☐ cross-complaint
 - f. ☒ other (specify documents): Civil Lawsuit Notice
3. a. Party served (specify name of party as shown on documents served):
 Shawn Benson
 - b. ☒ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
 Lupe Iniguez (Statutory Agent) c/o Hermillo Iniguez, an Authorized Representative of Iniguez Law, PA
4. Address where the party was served:
 Iniguez Law, PA, 2198 E. Camelback Road, Suite 350, Phoenix, AZ 85016
5. I served the party (check proper box)
 - a. ☒ by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): October 7, 2021 (2) at (time): 12:34 p.m.
 - b. ☐ by substituted service. On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
 - (1) ☐ (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) ☐ (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) ☐ (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): from (city): or ☐ a declaration of mailing is attached.
 - (5) ☐ I attach a declaration of diligence stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: STOER CONSTRUCTION, INC.	CASE NUMBER 21CV387612
DEFENDANT/RESPONDENT: BENSON SECURITY SYSTEMS, INC. et al.	

5. c. ☐ by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgment of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ by other means (specify means of service and authorizing code section):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☒ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify):
- c. ☐ as occupant.
- d. ☐ On behalf of (specify):
- under the following Code of Civil Procedure section:
- | | |
|---|---|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. Person who served papers

- a. Name: **Wayne Holcomb**
- b. Address: **1030 E. Geneva Drive, Tempe, AZ 85282**
- c. Telephone number: **(480) 217-0933**
- d. The fee for service was: **\$ 110.00**
- e. I am:
- (1) ☒ not a registered California process server. Maricopa County Officer of the Court Card #8930
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☐ a registered California process server:
- (i) ☐ owner ☐ employee ☐ independent contractor.
- (ii) Registration No.:
- (iii) County:

8. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

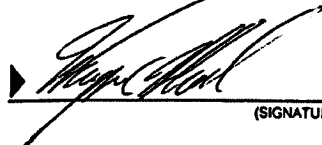
or

9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: **October 18, 2021**

Wayne Holcomb

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)



(SIGNATURE)

Electronically Filed
by Superior Court of California

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Eugene Ashley (SBN 171885) / Cara Mae Acibo (SBN 322303) / Emma B. Lloyd (SBN 322374) Hoge Fenton Jones & Appel, Inc. 55 S. Market Street, Suite 900 San Jose, CA 95113-2324 TELEPHONE NO (408) 287-9501 FAX NO (Optional) (408) 287-2583 E-MAIL ADDRESS (Optional) ATTORNEY FOR (Name) Plaintiff STOER CONSTRUCTION, INC.		County of Santa Clara, on 10/20/2021 2:49 PM Reviewed By: R. Fleming Case #21CV387612 Envelope: 7504092
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS 191 N. First Street MAILING ADDRESS 191 N. First Street CITY AND ZIP CODE San Jose, 95113 BRANCH NAME Downtown Superior Courthouse		
PLAINTIFF/PETITIONER: STOER CONSTRUCTION, INC. DEFENDANT/RESPONDENT: BENSON SECURITY SYSTEMS, INC. et al.		CASE NUMBER: 21CV387612
PROOF OF SERVICE OF SUMMONS		Ref. No. or File No 202896

(Separate proof of service is required for each party served.)

- At the time of service I was at least 18 years of age and not a party to this action.
- I served copies of:
 - ☒ summons
 - ☒ complaint
 - ☐ Alternative Dispute Resolution (ADR) package
 - ☐ Civil Case Cover Sheet (served in complex cases only)
 - ☐ cross-complaint
 - ☒ other (specify documents): Civil Lawsuit Notice
- Party served (specify name of party as shown on documents served):
Eric Benson
 - ☒ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
Lupe Iniguez (Statutory Agent) c/o Hermillo Iniguez, an Authorized Representative of Iniguez Law, PA
- Address where the party was served:
Iniguez Law, PA, 2198 E. Camelback Road, Suite 350, Phoenix, AZ 85016
- I served the party (check proper box)
 - ☒ by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): October 7, 2021 (2) at (time): 12:34 p.m.
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 - ☐ (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - ☐ (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): from (city): or ☐ a declaration of mailing is attached.
 - ☐ I attach a declaration of diligence stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: STOER CONSTRUCTION, INC.	CASE NUMBER: 21CV387612
DEFENDANT/RESPONDENT: BENSON SECURITY SYSTEMS, INC. et al.	

5. c. ☐ by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
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- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)

d. ☐ by other means (specify means of service and authorizing code section):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☒ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify):
- c. ☐ as occupant.
- d. ☐ On behalf of (specify):

under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
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| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. Person who served papers

- a. Name: **Wayne Holcomb**
- b. Address: **1030 E. Geneva Drive, Tempe, AZ 85282**
- c. Telephone number: **(480) 217-0933**
- d. The fee for service was: **\$ 110.00**
- e. I am:

- (1) ☒ not a registered California process server. Maricopa County Officer of the Court Card #8930
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☐ a registered California process server:
- (i) ☐ owner ☐ employee ☐ independent contractor.
- (ii) Registration No.:
- (iii) County:

8. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: **October 18, 2021**

Wayne Holcomb

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)



(SIGNATURE)

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Electronically Filed
by Superior Court of CA,
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on 10/26/2021 12:49 PM
Reviewed By: R. Fleming
Case #21CV387612
Envelope: 7504092

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Eugene Ashley (SBN 171885) / Cain Moo Acibo (SDN 322303) / Emma D. Lloyd (SDN 322374) Hoge Fenton Jones & Appel, Inc. 55 S. Market Street, Suite 900 San Jose, CA 95113-2374 TELEPHONE NO. (408) 287-9501 FAX NO. (Optional) (408) 287-2583 E-MAIL ADDRESS (Optional) ATTORNEY FOR (Name) Plaintiff STOER CONSTRUCTION, INC.		CASE NUMBER: 21CV387612 Ref. No. or File No. 202896
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS 191 N. First Street MAILING ADDRESS 191 N. First Street CITY AND ZIP CODE San Jose, 95113 BRANCH NAME Downtown Superior Courthouse		
PLAINTIFF/PETITIONER: STOER CONSTRUCTION, INC. DEFENDANT/RESPONDENT: BENSON SECURITY SYSTEMS, INC. et al.		
PROOF OF SERVICE OF SUMMONS		Ref. No. or File No. 202896

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 - ☐ cross-complaint
 - ☒ other (specify documents): Civil Lawsuit Notice
- Party served (specify name of party as shown on documents served):
Cory Benson
 - ☒ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
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PLAINTIFF/PETITIONER: STOER CONSTRUCTION, INC.	CASE NUMBER: 21CV387612
DEFENDANT/RESPONDENT: BENSON SECURITY SYSTEMS, INC. et al.	

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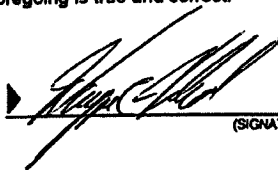
or

9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: **October 18, 2021**

Wayne Holcomb

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)



(SIGNATURE)